

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-2116-3BF4		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO/C9E		PAGE 1 OF 54		
BIDDER/OFFEROR TO COMPLETE BLOCKS 11 13 15 21 22 & 27 Initials & Control #: DCC/022105												
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-02-R-2105		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> X NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE 2002 JUNE 19				
7. ISSUED BY COMMERCIAL ACQUISITION DEPARTMENT, BUILDING #11 NAVAL UNDERSEA WARFARE CENTER DIVISION, NEWPORT CODE 5913 SIMONPIETRI DRIVE NEWPORT, RI 02841-1708 Diane Christensen (401)832-1445				CODE N66604		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER: <div style="display: flex; justify-content: space-between;"> <u>NAICS</u> 541330 <u>SIZE STANDARD</u> \$23 Million </div>				
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND <u>2</u> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2002 JULY 25 . OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <p style="text-align: center;"><u>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</u></p>												
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES SEA WOLF Acoustic Sonar Windows												
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____						
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____						
14. PAYMENT WILL BE MADE BY _____ CODE _____						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:						
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>						
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT	21. UNIT PRICE		22. AMOUNT	
		(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.												
26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:												
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						DATE SIGNED			NAME OF CONTRACTING OFFICER			DATE SIGNED

NO RESPONSE FOR REASONS CHECKED			
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY ITEM(S)		<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO: **COMMERCIAL ACQUISITION DEPARTMENT, BUILDING #11
NAVAL UNDERSEA WARFARE CENTER DIVISION, NEWPORT
CODE 5913
SIMONPIETRI DRIVE
NEWPORT, RI 02841-1708**

SOLICITATION NO. N66604-02-R-2105

DATE AND LOCAL TIME 2002 JULY 25, 2:00 PM

B10 SUPPLIES/SERVICES AND PRICES - FFP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	Test Panel In accordance with SOW Section 3.2	1	EA	\$_____	\$_____
0002	Data in accordance with Exhibit "A," Contract Data Requirement's List, DD Form 1423	1	LO	NSP	NSP

FIRST ARTICLE With CLIN 0001

0003	Test Panel (3' by 3' by design thickness)	1	EA	\$_____	\$_____
0004	Test Window	1	EA	\$_____	\$_____
				-	
0005	Data in accordance with Exhibit "A," Contract Data Requirement's List, DD Form 1423	1	EA	NSP	NSP

FIRST ARTICLE Without CLIN 0001

0006	Test Panel (3' by 3' by design thickness)	1	EA	\$_____	\$_____
0007	Test Window	1	EA	\$_____	\$_____
				-	
0008	Data in accordance with Exhibit "A," Contract Data Requirement's List, DD Form 1423	1	EA	NSP	NSP

PRODUCTION

0009 *	Acoustic Window for the SEAWOLF Submarine	1 to 10	EA	\$_____	\$_____
0010	Data in accordance with Exhibit "A," Contract Data Requirement's List, DD Form 1423	1	LO	NSP	NSP
0011	The contractor shall deliver to the government Level III drawings to include unique manufacturing processes & data.	1	LO	\$_____	\$_____
0012	The contractor shall deliver to the government all contractor acquired molds, test fixtures, and drawings.	1	LO	\$_____	\$_____
0013	Provisioned Items Ordered (PIO) issued by NUWC Division Newport (quantity and prices to be determined by supplemental agreement.	1	LO	TBD	TBD

* See Clause L34X, paragraph (b)(2) regarding useful life. The maximum quantity of ten windows is based on a 33-year useful life.

B60 PROVISIONING TECHNICAL DOCUMENTATION - WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided for in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation on Withholding of Payments" (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C10X SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE

SUPPLIES to be furnished under the contract shall comply with the following Description or Specifications:

ITEM

First Article Units

And All Sonar Window Production Units

DESCRIPTION/SPECIFICATION

Statement of Work (attached)

Product Specification per request

***To obtain a copy of the window specification
please contact H. Dave Jones at NUWC DIVNPT
(401) 832-3192 or e-mail:**

JONESHD@NPT.NUWC.NAVY.MIL

C20 INCORPORATION OF TECHNICAL PROPOSAL

(a) Contractor's technical proposal is incorporated by reference as a specification. In the event of conflict between the provisions of the technical proposal and any other provisions of this contract (including but not limited to the Statement of Work), the conflict will be resolved in accordance with the clause entitled, Order of Precedence -- Uniform Contract Format (FAR 52.215-8). The technical proposal shall have lower precedence than any other specification. Any exceptions to contract clauses or other terms, included in the technical proposal shall not apply unless specifically identified in a bilateral award document.

(b) The Contractor shall not change or otherwise deviate from the content of the technical proposal without prior written approval of the Contracting Officer.

C25 ACCESS TO GOVERNMENT SITE (APR 1999)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at (401) 832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/environtp.htm>

(d) The contractor shall ensure that each contractor employee completes ISO 14001 Awareness training within 30 days of commencing performance at any NUWCDIVNPT site. This training is available at <http://c55.npt.nuwc.navy.mil/551/>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C32 FIRST ARTICLE AS MANUFACTURING STANDARD

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

C50 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs, which may be assigned and which are not already in possession of the Contractor.

C51 ITEM(S) 0013 - PROVISIONED ITEMS ORDER (NAVSEA) (NOV 1996)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefined Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall

establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "Limitation Of Government Liability" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in

subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Contractor has incurred costs in excess of fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

C53 ITEM(S) 0001 – 0009 - PRODUCTION PROGRESS REPORT (NAVSEA) (SEP 1992)

The Contractor shall prepare the DD Form 375 and DD Form 375c, Production Progress Report, in accordance with the instructions contained on the back of the DD Form 375. Reports shall reflect the status of Item(s) 0001 through 0011AD.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11X PRESERVATION, PACKAGING, PACKING AND MARKING

The units shall be packaged in accordance with the performance specification. The units shall be cushioned to prevent movement and damage. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1C Standard Practice for military Packaging. Additionally, the contractor shall mark all packages with the following as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
 DELIVERY ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
 REQUISITION NUMBER: *(from DD Form 1447, except for delivery orders use DD Form 1155 Block 4)*
 MARK FOR: TBD

Name

Code

Telephone No.

D20 DELIVERY OF DATA

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with DOD Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All data, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
 Contract Line Item Number CLIN) and/or Exhibit Line Item Number (ELIN)
 Report Title
 Date of Report
 Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D50 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

D51 WARRANTY NOTIFICATION FOR ITEM(S) 0001 – 0009 -- (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT (as specified in block 2 of the cover page) TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THREE (3) YEARS FROM DATE OF UNCONDITIONAL ACCEPTANCE OR ONE (1) YEAR AFTER INSTALLATION. IF ITEM IS DEFECTIVE NOTIFY CODE 2114 AND PCO.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) fill-in: titled <u>ISO-9001-1994 & ASQC Q9001-1994 QUALITY SYSTEMS- MODELS FOR QUALITY ASSURANCE IN DESIGN/DEVELOPMENT, PRODUCTION, INSTALLATION AND SERVICING</u>	(APR 1999)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)

E10 INSPECTION AND ACCEPTANCE AT DESTINATION - (FIRST ARTICLE ONLY)

(a) Inspection and acceptance of the furnished supplies FOR FIRST ARTICLE ACCEPTANCE TESTING ONLY shall be made at destination by the receiving activity designated in clause F18.

(b) The receiving activity shall execute acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the Contract Administration Office cited in Block 12 of the contract award page (SF 1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

E11 INSPECTION AND ACCEPTANCE AT ORIGIN (ALL PRODUCTION QUANTITIES)

(a) Inspection and acceptance of ALL PRODUCTION QUANTITIES to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant:

(as designated in certification K15-20, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SLINS: All *except* "First Article" quantities
- (2) Period of Advance Notice: working days *(as specified by the Administrative Contracting Officer)*
- (3) Method of Advance Notice: *(as specified by the Administrative Contracting Officer)*

(c) Where the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

E21 HI-SHOCK TEST

(a) The Contractor shall perform, in accordance with the requirements of MIL-S-901D(Navy), a hi-shock test on a sample of the test panel and test window_ intended to be furnished hereunder and shall submit a report thereon to the Contracting Officer via the cognizant Quality Assurance Representative (QAR). The sample tested by the Contractor shall represent the identical quality of the materials and workmanship that is or will be used in the articles furnished under the contract. The aforementioned hi-shock test may be waived if, promptly after award of contract, the Contractor submits to the Contracting Officer, via the cognizant QAR, evidence establishing that a sample of the articles the Contractor intends to furnish has been tested and approved by a Government laboratory or tested at the Contractor's or subcontractor's plant and approved by the cognizant QAR.

(b) Acceptance of the articles under this contract will be withheld until proof is furnished that a sample of the articles being supplied has passed a hi-shock test.

(c) No claim for additional compensation arising out of any costs, direct or indirect, attributable to the preparation or testing of any sample, or attributable to the submission of any test report will be considered by the Government. Any such costs shall be conclusively deemed to have been included in the contract price.

(d) It is agreed that nothing contained in the foregoing provisions of this clause, and no action of the Government in accordance therewith, shall in any way prejudice the rights of the Government under the clause of this contract entitled, Default, if the Contractor fails to deliver the articles called for under the contract in accordance with the delivery requirements of the contract.

E46X HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The Contractor shall comply with the following specification, in effect on the contract date, which is hereby incorporated into this contract:

ISO-9001-1994 ASQC Q9001-1994, Quality Systems - Model for Quality Assurance in Design/Development, Production, Installation and Servicing

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY para.(b) fill-ins: variation shall be limited to: <u>zero</u> percent increase <u>zero</u> percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION

(a) The FIRST ARTICLE TEST UNITS to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center Division, Newport N66604
Receiving, NETC Bldg 47
47 Chandler Street
Newport, RI 02841-1716
Attn: H. Daveid Jones, Code 2133)

(b) The PRODUCTION UNITS to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

NAVSEA Detachment, Consolidated Stock Point N60138
Attn: Material Representative (East)
Cheatham Annex, Building 13
108 Sandra Drive

Williamsburg, VA 23185-8792

Voice: 757-887-7113

Fax: 757-877-7211

F20 PERFORMANCE PERIOD

(a) This contract shall become effective on September 6, 2002 or on the effective date of the contract. The ordering period is defined in the clause in Section I entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause in Section I entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual delivery orders will specify a beginning date (DD Form 1155 block 3) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F21 COMPLETION DATE

Material to be furnished hereunder shall be performed and completed by 60 months from date of award.

F22 DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract.

F11-8X TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY SCHEDULE
TEST PANEL	1	6 WEEKS AFTER ORDER
FIRST ARTICLE PANEL	ALL	5 MONTHS AFTER ORDER
FIRST ARTICLE WINDOW PRODUCTION UNITS	ALL	11 MONTHS AFTER ORDER
	TBD	450 DAYS AFTER ORDER

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers, that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be either determined unacceptable; or the delivery schedule will be offered to all in the Competitive Range. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE	QUANTITY	DELIVERY SCHEDULE

TEST PANEL	1	
FIRST ARTICLE PANEL	ALL	
FIRST ARTICLE WINDOW	ALL	
PRODUCTION UNITS	TBD	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mail.

F47-023 TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (NOV 1995)

(a) Definitions.

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not an U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, which is clearly identifiable for eventual use by the DoD, or owned by the armed services, at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, together with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

F50 DELIVERY REQUIREMENTS FOR PRODUCTION PROGRESS REPORT (SEP 1999)

(a) Production Progress Reports, DD Form 375, shall be delivered by the fifth working day of each month beginning with the month following the first full month after the date of contract. Deliveries shall continue for each succeeding month until all material ordered under the contract has been delivered.

(b) Submit the original to H. David Jones, Code 2133. Also, submit three (3) copies to the cognizant Contract Administration Office.

F51 DELIVERY REQUIREMENTS FOR PROVISIONED ITEMS ORDERS (PIO) (SEP 1999)

Parts shall be delivered in accordance with the delivery schedule established in each Provisioned Items Order (PIO). Unless otherwise stated in the PIO, parts shall be delivered free of expense to the Government in accordance with instructions specified in the clause entitled, "F.O.B. Origin" (FAR 52.247-29), at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading).

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) The address and telephone number of the Contracting Officer is:

Name: N. Palmisciano

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: (401) 832-1708; DSN: 948-1708

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: * _____
Title: _____
Address: _____
Telephone: _____

* Offeror shall fill in the above information.

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(3), (4) and (5); negotiating delivery and shipping modifications and negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

G33 INVOICES - HARDWARE

(a) The Contractor shall submit a Material Inspection and Receiving Report (MIRR), DD Form 250, in duplicate with its shipment(s), per Table 1, DFARS Appendix F-401. The Contractor may either submit a separate invoice form or use the DD 250 as an invoice, but the use of the DD 250 as the invoice is encouraged. DFARS Appendix F-306 provides instructions for such use.

(b) The Contractor shall prepare the DD 250 per the instructions contained in DFARS Appendix F-301. If after reviewing this information the Contractor has any questions concerning procedures for invoicing, payments, or filling out the form, it shall refer them to the Administrative Contracting Office (ACO) cited in Block 12 of the contract award page (SF 1447). Forms may also be obtained from the ACO.

(c) Except when the DD 250 is used as the invoice, the Contractor shall enter unit prices on all DD 250 copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. The Contractor must correlate the Item No. (block 15) and quantities (block 17) to the CLIN/SCLIN structure cited in Section B of the contract.

(d) If partial shipment was authorized, the DD Form 250 shall be marked as follows:

PARTIAL SHIPMENT AUTHORIZED

PCO name _____

Date authorized _____

(e)(i) If only contract quality assurance (CQA) or *initial* acceptance is performed at Origin per Section E provisions, the Contractor shall obtain the appropriate signature of the Government representative in block 21 (A). This DD 250 shall be included in the shipment where the appropriate signature for *final* acceptance shall be obtained in block 21 (B), and the consignee shall forward acceptance verification to the designated Payment Office (with a copy to the ACO and a copy to the contractor).

(ii) If contract quality assurance (CQA) and/or final acceptance is performed at Destination per Section E provisions, the Contractor shall submit a copy of the DD 250 with its shipment, and the consignee shall forward acceptance verification to the designated Payment Office (with a copy to the ACO and a copy to the contractor).

(iii) If *final* Acceptance is at Origin per Section E provisions, the Contractor shall submit the acceptance verification directly to the designated Payment Office.

Payment will not be made until the appropriate Government signature(s) has (have) been obtained in Block 21 of the form.

G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of one (1) of item 0001. The contract maximum quantity is for a total of 10 acoustic windows (item 0009) for the SEAWOLF submarine and associated panel, first article units & documentation and product drawings, data, and provisioned item orders.

H29X ORDERING

(a) Ordering. Items to be furnished under this contract shall be furnished at such times as ordered by the issuance of Delivery Orders (DO) on a DD Form 1155 by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. All DO's issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any DO. When mailed, a DO shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Information. Each DO shall include, at least the following:

- (1) Date of order
 - (2) Contract and order number
 - (3) Appropriation and accounting data
 - (4) Item number, description, unit price and Total amount for each item required.
 - (5) DD Form 1423, Contract Data Requirements List, if any.
 - (6) Destination for each Item
 - (7) The total price
- (Delivery dates shall be in accordance with Clause F11-8X.)

(c) Oral Orders. Oral DOs (or modifications to DOs) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral DO and shall be confirmed by issuance of a written DO on DD Form 1155 within five working days. Unilateral DOs cannot be issued orally.

(d) Unilateral Orders. DOs under this contract will ordinarily be issued unilaterally. Situations may arise where orders will be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(e) Cautionary Note. Nothing stated in a DO, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract.

HN-10 NATIONAL STOCK NUMBERS (NAVSEA)

Whenever the terms Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(a) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(b) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position national Item Identification Number (NIIN) assigned to the item of supply.

HN-25 GOVERNMENT FURNISHED DATA

The Government does not represent that the Government Furnished Data to be supplied under this contract meet the requirements of this contract in every respect. Nor does the Government represent that the Government Furnished Data are complete, accurate, and free from omissions, errors, inconsistencies, or other defects. Additionally, the Government does not represent that the Government Furnished Data will meet the performance or other requirements of this contract including the specifications referenced directly or indirectly. It is the contractor's responsibility to review the Government Furnished Data to assure that it is complete, accurate, legible, and will lead to the production of equipment which conforms to this contract's performance requirements. It is the contractor's responsibility to notify the Government (NUWCDIVNPT Code 5913 and 2114) if any of the preceding conditions are not met.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(OCT 1995)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(OCT 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(SEP 1990)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JAN 1990)
252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES	(NOV 1995)
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	(NOV 1995)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(JUN 1996)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.208-1	REQUIRED SOURCES FOR JEWEL BEARINGS AND RELATED ITEMS	(APR 1984)

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
52.211-5	NEW MATERIAL	(MAY 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(OCT 1995)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-8	ORDER OF PRECEDENCE	(JAN 1987)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS para (a)(1)(ii)(C) fill-in: <u>\$100,000</u>	(OCT 1997)
252.215-7000	PRICING ADJUSTMENTS	(DEC 1991)
52.216-18	ORDERING para.(a) fill-ins: from <u>Contract effective date</u> through <u>57 months</u> .	(OCT 1995)
52.216-19	ORDER LIMITATIONS para.(a) fill-in: less than \$2,500.00 , para.(b)(1) fill-in: in excess of \$500,000.00 ; para.(b)(2) fill-in: in excess of <u>\$1,000,000.00</u> ; para.(b)(3) fill-in: within <u>30</u> days... para.(d) fill-in: within <u>5</u> days...	(OCT 1995)
52.216-22	INDEFINITE QUANTITY para.(d) fill-in: after <u>60 months after contract effective date</u> .	(OCT 1995)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	(OCT 1995)
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	(AUG 1996)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	(OCT 1995)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(NOV 1995)
52.222-26	EQUAL OPPORTUNITY	(APR 1984)
52.222-28	EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS	(APR 1984)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	(APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	(APR 1984)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	(JAN 1988)
52.223-2	CLEAN AIR AND WATER	(APR 1984)
52.223-6	DRUG-FREE WORKPLACE	(JUL 1990)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 1995)
52.227-12	PATENT RIGHTS-RETENTION BY THE CONTRACTOR	(JAN 1997)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-10	DUTY FREE ENTRY	(APR 1984)

	See 252.225-7010 for para. (f)(3) fill-in information	
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(JAN 1994)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(DEC 1991)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY fill-in:	(DEC 1991)
252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS	(DEC1991)
	AND SUPPLIES	
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	(DEC 1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(NOV 1995)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	(NOV 1995)
252.225-7016	RESTRICTION ON ACQUISITION OF ANTIFRICTION BEARINGS	(NOV 1995)
252.225-7017	PREFERENCE FOR UNITED STATES AND CANADIAN VALVES AND MACHINE TOOLS	(APR 1995)
252.225-7025	FOREIGN SOURCE RESTRICTIONS	(APR 1993)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(NOV 1995)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(AUG 1991)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(APR 1984)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(OCT 1988)
252.227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY	(MAY 1987)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS	(APR 1990)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1996)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(APR 1996)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(APR 1989)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(MAR 1994)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	(AUG 1992)
52.233-1	DISPUTES	(OCT 1995)
52.233-3	PROTEST AFTER AWARD	(OCT 1995)

252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF	(MAY 1994)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	(FEB 1995)
52.242-2	PRODUCTION PROGRESS REPORTS	(APR 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION / INSTRUCTIONS	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7000	ENGINEERING CHANGE PROPOSALS - ALT I (MAY 1994) para.(d) fill-in: is <u>\$500.00</u> or less,	(MAY 1994)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(OCT 1995)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	(DEC 1989)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-23	LIMITATION OF LIABILITY	(APR 1984)
52.248-1	VALUE ENGINEERING	(MAR 1989)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(AUG 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	(DEC 1991)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

**109-4B FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989)
ALT II (SEP 1989)**

(a) The Contractor shall deliver 1 units(s) of Lot/Item 0003, 0004, or 0006, 0007 as required within 5 months (test panels) and 11 months (test windows) from the date of order to the Government at NUWC DIVNPT for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 150 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

I22-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (FAR 52.222-20) (DEC 1995) (DEVIATION)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (42 U.S.C. 40).

I46-18N WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984) (NAVSEA VARIATION) (MAY 1993)

(a) Definitions. As used in this clause:

- (1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product test;
- (2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and /or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;
- (3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign;

(4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and

(5) "At no additional cost to the United States" means at no increase in contract price.

(b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of the contract concerning the conclusiveness thereof any other term or condition of this contract, the contractor warrants:

(1) That **all items** will conform to the design and manufacturing requirements of the contract. For the purpose of this clause "design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests;

(2) That **all items**, at the time of acceptance by the Government will be free from all defects in materials and workmanship and

(3) That **all items** will conform to the performance requirements of the contract.

provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.

(c) The contractor shall not be responsible under these warranties for any failure of **any item** to meet the conditions specified in (a)(1), (a)(2), or (a)(3) above, which is discovered more than one year after Government acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall no be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the contractor shall, at the election of the Government:

(1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or if so directed by the Government, partially correct, the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item(s) 0004 OR 0009, 0014-0017, 0020-0023, 0026-0029, 0032-0035; the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;

(2) Pay costs reasonably incurred by the United States in taking such corrective action; or

(3) Provide an equitable adjustment in the contract price in lieu of full correction of the failure.

(e) In seeking the remedies specified in (d)(1), (d)(2), or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.

(f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced items.

(g) The contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all the affected data called for under contract) at no additional cost to the United States. If the contractor fails to prepare and furnish such data and/or reports, or should the Government elect not to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in the contract price.

(h) When items covered by these warranties are returned to the contractor pursuant to this clause, the contractor shall pay the transportation cost and bear the risk of loss or damage from the place of delivery specified in the

contract (irrespective of the f.o.b. point or point of acceptance) to the contractor's plant and return to said place of delivery.

(i) The contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above, within 60 days after the discovery of the breach. The failure of the Contracting Officer to provide timely notice of breach, however, shall not diminish the rights the Government would otherwise have under this clause or any term or condition of this contract.

(j) Notwithstanding any disagreement regarding the existence of a warranty breach, the contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the contract price shall be equitably adjusted.

(k) The warranty provision of this clause does not cover combat damage, liability for loss, damage, injury to third parties or consequential damages.

(l) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled, "DISPUTES" (FAR 52.233-1).

(m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches or a warranty provided herein, shall not waive or otherwise diminish the Government's right with respect to any subsequent breach of warranty.

I46-19N WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (FAR 52.246-19) (DEC 1989)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Defect," as used in this clause, means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies," as used in this clause, means the end items furnished by the contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data".

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within three (3) years after (unconditional) acceptance, or one (1) year after installation, whichever occurs first.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 90 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 60 days of receiving notice, a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken. (Communication of a defect outside of proper channels, such as direct notice from a submarine crew, shall be considered as independent discovery by the Contractor.)

- (4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.
- (5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.
- (6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within thirty days of being so notified, to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.
- (7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.
- (8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- (9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.
- (10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

- (1) The rights and remedies of the Government provided in this clause--
- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract. The contractor shall redesign components as necessary to achieve required reliability, and remanufacture such components, without cost to the Government.
- (2) Within 60 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at contractor's production facility.
- (3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
- (4) This clause shall not be construed as obligating the Government to increase the contract price.
- (5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--
- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	29
<u>ATTACHMENT</u>		
1	Statement of Work	11
2	Product Specification for Sonar Windows (SENT UNDER SEPARATE COVER) SEE CLAUSE C10X FOR POINT OF CONTACT	
3	Contract Security Specification, DD Form 254	3
4	Comments in the Interest of Competition	1
5	DD Form 375, Production Progress Report	2

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	(APR 1984)
52.223-6	CERTIFICATION REGARDING A DRUG-FREE WORKPLACE	(JAN 2997)

K16 PRE-AWARD SYSTEMS APPROVAL DATA

(a) Offerors shall provide data (dates and approving activity etc.) as follows: Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Submitted _____ Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Submitted _____ Approved _____ By _____

Latest Revision of CASB

Submitted _____ Approved _____ By _____

Potential Non-Compliances (As notified by ACO)

(3) Purchasing System (See FAR 44.302)

Submitted _____ Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Submitted _____ Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Submitted _____ Approved _____ By _____

(b) Offerors are requested to identify below the cognizant Activities (offices) and provide names and telephone numbers for points of contact at the Defense Contract Audit Agency and the Administrative Contracting Officer (if known).

ACO _____

DCAA _____

(c) Provide the above data for each subcontractor over \$100,000.

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

**K03-8A REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
 (FAR 52.203-8) (SEP 1995) - ALT I (SEP 1990)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, *[Name of certifier]*, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (*solicitation number*).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of *[Name of offeror]* who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: *(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet) ENTER "NONE" IF NONE EXIST)* _____

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and Date]

[Typed Name of the officer or employee responsible for the offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications, which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (b)(2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that

section 27 has been reinstated. The Contractor shall maintain these certifications for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis : _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
- Name: _____
- TIN: _____

K04-5 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. ``Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K07-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points; this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
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-----	-----	-----	-----
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
(DFARS 252.209-7001) (SEP 1994)**

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K15-11 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [*list names, titles, and telephone numbers of authorized negotiators*].

NAME

TITLE

TELEPHONE NO.

K19-1A SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000) – ALT I (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 (insert NAICS code).

(2) The small business size standard is \$20 million_ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) the management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (DFARS 252.219-7000) (APR 1994)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern that is owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

- ☐ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- ☐ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- ☐ Black American (U.S. Citizen)
- ☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

☐ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) Certifications. Complete the following--

(1) The offeror is ☐ is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) ☐ has, ☐ has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made such a determination, the date of the determination was _____ and the Offeror --

☐ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

☐ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(OCT 1995)**

(a) The offeror, by signing this offer, certifies that --

(Note: The offeror must check the appropriate box(es).)

☐ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

☐ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313© of EPCRA, 42 U.S.C. 11023©.

☐ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

☐ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

☐ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

☐ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

**K25-000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(DFARS 252.225-7000) (DEC 1991)**

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End ProductsLine Item No.Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item No.Country of Origin**K25-003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003) (AUG 1992)**

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes ☐ No ☐

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ☐ No ☐

(2) Has the duty on such foreign supplies been paid?

Yes ☐ No ☐

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies that are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in either the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation

unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised

certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(DEC 1991)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> DO rated order	(SEP 1990)
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	(APR 1984)
52.215-8	UNIFORM CONTRACT FORMAT ORDER OF PRECEDENCE	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(SEP 1987)
52.216-1	TYPE OF CONTRACT fill-in: <u>Indefinite Delivery/Indefinite Quantity type with</u> <u>Firm-Fixed-Price provisions</u> contract	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)

L2 OTHER INSTRUCTIONS TO OFFERORS

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-10 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g.; visitor's pass, badging, etc.) must be followed to gain access to the Naval Education and Training Center. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

(a) The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters.

(b) The Contract Negotiator for this contract is:

Name: Diane Christensen
Address: Commercial Acquisition Dept., Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708
Telephone: (401) 832-1445

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.

(b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.

(c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity (NPFC-Phil) as specifications (See Section L, FAR 52.210-3). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L10 REQUEST FOR PROGRESS PAYMENTS

Bidder/Offerors shall indicate their need for Progress Payments by checking the block below:

☐

It is requested that any contract resulting from this solicitation contain provision for progress payments.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462

L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L15-900 SUBMISSION OF COST OR PRICING DATA (NAPS 52.215-9000) (NOV 1987)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

L30 SUBMISSION OF PROPOSALS - GENERAL REQUIREMENTS

(a) Submit proposals to the address indicated in block 7 of the SF1447.

(b) Requirements For Proposal Format.

(1) Purpose. This section specifies the format which offerors shall use in their proposals to perform the requirements specified in this Request For Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

(2) Partition. Offerors are required to submit their proposals in three separate parts as follows:

Volume I - Technical Proposal--Unclassified. Include all data and information required for evaluation, (except for the information required below) and exclude any reference to the pricing aspects of the offer, as noted in the provision entitled "Technical Proposal" in this Section. This part must be unclassified.

Volume II - Technical Proposal--Classified (if applicable). This part may include CLASSIFIED information that shall be sent under separate cover. *Offerors shall not include CLASSIFIED material in any other volume. If an offeror determines that it must provide CLASSIFIED material for the Government to evaluate its proposal, the offeror shall direct the classified material to Code 2114, Bldg. 103, via Code 5122. The classification of this proposal shall be no higher than CONFIDENTIAL. See Contract Security Classification Specification, DD Form 254, attached hereto. Classified material shall be submitted per Defensive Investigative Service procedures to arrive at NUWCDIVNPT by the closing date and time.*

Volume III - Price Proposal. Include the completed solicitation documents and other information as noted in the provision entitled "Price Proposal" in this Section. *Important Note: Offerors must respond to all requirements of the solicitation document. Offerors are cautioned not to alter or disassemble the solicitation. Return the entire solicitation document without holes punched or dividers inserted.*

(3) General Format and Markings.

(i) The text of the proposal shall be formatted on 8 1/2 by 11 inch paper with printing on one side only. Pages shall be consecutively numbered. Type size on all except foldout pages shall be 10 point "Times" font or equivalent character size, uncompressed and unreduced. Foldout pages up to size 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror. The text on all other pages will be single spaced with minimum margins as follows:

Left Hand:	1 inch	Right Hand:	1 inch
Top:	1 inch	Bottom:	1 inch

(ii) The table of contents shall provide sufficient detail so the important elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The **TECHNICAL** proposal volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. The proposal binders shall be marked as follows:

- Title of proposal
- Volume number
- Security classification
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Data submitted directly to the Government by subcontractors shall follow the above format. In addition it shall prominently identify the prime offeror.

(4) Page Limits and Copies.

<u>IDENTIFICATION</u>	<u>MAXIMUM NO. OF PAGES</u>	<u>COPIES REQUIRED</u>
Volume I & II Technical	70 (not including: Title pages, tables of contents, indices, lists of illustrations and tables, drawings schedules, and resumes)	6
Volume III Price	No limit see Clause L41X	3 copies of cover page with an original signature on each page. One copy of all else.

(c) Requirements For Style.

(1) Each offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding or cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired.

(2) The offeror shall not repeat information required in the responses in two or more proposal data requirements. Such information shall be presented in detail in the one area of the proposal where it contributes most critically to the discussion of the data requirement. In other areas where discussion of the same information is necessary, the offeror shall refer to the initial discussion and identify its location within his proposal.

(3) The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (OCT 1995)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as

follows) by obtaining written and dated acknowledgment of receipt from Code 59 of the Naval Undersea Warfare Center Division Newport.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBGA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBGA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBGA is a correct forum.)

L34X TECHNICAL PROPOSAL - COMPLEX ITEM (APR 2000)

CONTENT - TECHNICAL PROPOSAL (VOLUME I)

INTRODUCTION

(a) Organization. The technical proposal shall include information and documentation in sufficient detail to clearly identify the offer's overall merit, divided in the following sections, in the order listed.

Technical Approach
Past Performance

(b) Technical Approach.

(1) Design. Offerors shall provide a design meeting the requirements of the attached performance specification. Include Level 1 drawings of the item(s) showing essential features and dimensions. Offerors shall demonstrate by engineering analysis that the design(s) will likely satisfy the minimum (threshold) requirements of the specification. The offerors shall identify any portions of the acoustic window design that the offeror considers proprietary such as materials or processes and shall also identify the rights that will accrue to the government. The government shall be granted unlimited government rights.

(2) Design Tradeoffs. Offerors should discuss the tradeoff between acoustic performance and useful life relative to the proposed design. The ideal design for the SEAWOLF Class would result in affordable windows with high acoustic performance and a 33-year useful life. However, the offeror may propose a design which results in superior acoustic performance and a shorter useful life if the offeror believes this design will best meet the needs of the government, given technical and cost considerations.

(3) Technology. Offerors shall identify the technology underlying the design of the acoustic window and cite past undertakings with the selected technology and alternative technologies to support the selection. State the rationale for choosing the particular technical approach in terms of meeting the threshold acoustic and structural performance requirements at a minimum and the goal acoustic and structural performance requirements as best case. Data, such as engineering analyses and test results should be provided if available to support specific performance claims.

(4) Testing and Analyses. Offerors shall describe the testing procedures and analyses that will be used to evaluate the proposed design. Offerors should also describe the methods and software used.

(5) Production. Offerors shall describe how the acoustic window as well as any test coupons and/or flat panels will be fabricated. Detail any complex operation and identify any point at which examination of work in process will be necessary for quality assurance (checkpoints). Describe the tests that will be performed on the coupons, flat panels, and windows to determine acoustic and mechanical performance. Describe any testing used to detect manufacturing flaws and the production practices that shall be employed to prevent such conditions.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L41X PREPARATION OF COST (PRICE) PROPOSAL

- (a) Volume III shall contain the solicitation, completed as follows:

The following sections may contain the indicated form, clauses, provisions, and attachments that, if included in a solicitation, require offeror completion. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms

SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 27

The signature in block 27 shall be that of the person signing the offer, and that person must be legally capable of signing the contract.

Section B - Supplies/Services and Prices

Clause B10

Section F - Deliveries or Performance

Clauses F10 and FX11-8

Section G - Contract Administration Data

Clause G15

Section K - Representations, Certifications, and Other Statements of Offeror

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors

Clauses L10

(b) Provide a spreadsheet calculating a Total Evaluated Firm Fixed Price for the entire contract per Clause M32.

(c) The "First Article" portion of the contract is intended to cover all non-recurring costs.

(d) Except as *may* be required under provision L15-900 of this solicitation; do not include cost data in support of your proposal.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

SECTION M EVALUATION FACTORS FOR AWARD

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	(APR 1984)

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32X EVALUATION FOR AWARD - BEST VALUE (APR 2000)

(a) Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the best value to the Government. Offers will be evaluated on each of the areas identified in the provisions in Section L entitled, Technical Proposal.

- (1) Technical Approach
- (2) Past Performance
- (3) Price

The two evaluation factors listed below, **TECHNICAL CAPABILITY** and **TOTAL EVALUATED PRICE**, are in descending order of importance.

I. TECHNICAL CAPABILITY

Subfactors:

- (a) Technical Approach
- (b) Past Performance

NOTE: The Technical Capability subfactors above are equal in weight.

II. TOTAL EVALUATED PRICE

Technical Capability is significantly more important than Price. Although Price is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

The estimated quantities in Section B are based on a thirty-three year life cycle. The offeror will adjust those quantities depending on its proposed window's life cycle. For example, if the proposed window design is 11 years, the offeror will adjust the quantity from ten to thirty windows. The Government will evaluate offers based on the total life cycle cost.

The Price will be evaluated as follows:

- For those line items with a single quantity, multiply the stated quantity by the unit price to derive the total line amount. The following is an example:

		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	Test Panel	01	LO	\$1,000	\$1,000

the total line item amount for line item 0001 is \$1,000.00

- For those items with a range of quantities, multiply the unit price by the maximum quantity for that line item to derive the amount for each line item. The following is an example:

		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0006	Sonar Window	1-10	EA	\$1000	\$10,000

Add each line item amount to arrive at the Total Evaluated Price for the contract.

In evaluating offers, the Contracting Officer will review the prices of the offeror's proposal to determine that they are fair and reasonable. The purpose of the evaluation is to :

- (1) Verify the offeror's understanding of the requirements.
- (2) Assess the degree to which the price proposal reflects the approaches and/or risk that the offeror will provide the supplies or services for the offered prices,
- (3) Assess the degree to which the price included in the price proposal accurately represents the work effort included in the technical proposal.
- (4) Assess the degree to which the prices and quantities in Section B reflect the life cycle assumptions.

Past Performance.


(b) Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(c) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider:


- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition.

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. Listed in Block E.</small>										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Design Schedule						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW para. 3.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION						
8. APP CODE N/A	11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 9: See attached Addendum.										
				Code 2133						
				D. Jones		1				
				Code 2152						
				D. Zannelli		1				
				15. TOTAL 					2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE


17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. Listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Conference Agenda			3. SUBTITLE Proposed Agenda						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81249A		5. CONTRACT REFERENCE SOW para. 4.1.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 9: See attached Addendum Blocks 10, 12 and 13: Submission due one (1) week prior to each monthly meeting.										
				Code 2133						
				D. Jones		1				
				Code 2152						
				D. Zannelli		1				
				15. TOTAL					2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Report, Record of Meeting/Minutes			3. SUBTITLE Meeting Minutes		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505		5. CONTRACT REFERENCE SOW para. 4.1.1,4.2.5.3,4.2.5.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 9: See attached Addendum Block 10, 12 and 13: Submission due NLT 15 days after the close of each meeting.						
				Code 2133		
				D. Jones		1
				Code 2152		
				D. Zannelli		1
				15. TOTAL 		
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188				
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X					
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02		F. CONTRACTOR					
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Technical Report-Study/Services			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW para. 4.1.1, 4.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION					
8. APP CODE A	SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 5 DARC	a. ADDRESSEE		b. COPIES			
						Draft			
						Final			
						Reg Repro			
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Technical Reports shall be submitted for government approval for information for Configuration Management and engineering tests, and as required by the Contract Status Meeting. Block 9: See attached Addendum Blocks 10, 12: Submission due NLT 15 days after close of each meeting or test event.				Code 2133					
				D. Jones		1	1		
				Code 2152					
				D. Zannelli		1	1		
				15. TOTAL 				2	2

G. PREPARED BY H. David Jones Code 2133	H. DATE	I. APPROVED BY Dept Data Manager	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188						
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>											
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X							
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR							
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Contract Work Breakdown Structure			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81334		5. CONTRACT REFERENCE SOW para. 4.1.2.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION							
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES					
						Draft					
						Final					
						Reg					
						Repro					
16. REMARKS: Block 4: Submission electronic, PC compatible. Block 8: Approval shall be for technical content and format. Allow 30 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: Draft submission shall be NLT 90 days after contract award. The final submission shall be NLT 30 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the approved draft constitutes the final submission.							Code 2133				
							D. Jones		1	1	
							Code 2152				
							D. Zannelli		1	1	
							15. TOTAL ➡		2	2	
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Baseline Schedule						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW para. 4.1.2.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 7 DARF	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission by electronic mail, in Microsoft Project format. Block 9: See attached Addendum. Blocks 10 and 12: First submission due 30 days after contract award and monthly thereafter.										
				Code 2133						
				D. Jones		1				
				Code 2152						
				D. Zannelli		1				
				15. TOTAL					2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE


CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Specification Requirements Verification Matrix			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81283		5. CONTRACT REFERENCE SOW para. 4.2		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro
16. REMARKS: Block 4: Submission electronic, PC compatible. Block 8: Approval is for format and technical content. Allow 45 days for government review. Block 9: See attached Addendum Block 10, 12 and 13: Revisions may be required as a result of Engineering Changes. First draft submission, shall be NLT 90 days after contract award. Subsequent submissions shall be NLT 30 days prior to CDR, and shall incorporate all government comments and corrections.						
				Code 2133		
				D. Jones	1	1
				Code 2152		
				D. Zannelli	1	1
				15. TOTAL	2	2

G. PREPARED BY H. David Jones Code 2133		H. DATE	I. APPROVED BY Dept Data Manager	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Design Report						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW para 4.2.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Allow 30 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: Draft submission shall be NLT 30 days prior to PDR. Final submission shall be NLT 15 days after receipt of comments, and shall incorporate all government review comments and corrections.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE


17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: X			
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Engineering Change Proposal (ECP)			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C		5. CONTRACT REFERENCE SOW para 4.2.2		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES	
					Draft	
					Final	
					Reg	
					Repro	
16. REMARKS: Block 4: Submission electronic, PC compatible. Submission is required to request a change to the Functional Baseline. Block 8: Approval shall be for technical content and applicability. Technical approval does not constitute contractual authority to implement the change. Allow 45 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: Draft submission shall be NLT 45 days after receipt of a government request for an ECP. Final submission shall be NLT 30 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the review draft constitutes the final submission.						
			Code 2133			
			D. Jones		1 1	
			Code 2152			
			D. Zannelli		1 1	
			15. TOTAL 		2 2	
G. PREPARED BY H. David Jones Code 2133		H. DATE	I. APPROVED BY Dept Data Manager		J. DATE	


17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X			
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR			
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Reliability Block Diagrams and Mathematical Models Report			3. SUBTITLE Reliability and Analysis Report			
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81496		5. CONTRACT REFERENCE SOW para 4.2.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS:							
Block 4: Submission electronic, PC compatible.							
Block 8: Approval shall be for technical content and format. Allow 45 days for government review.							
Block 9: See attached Addendum							
Blocks 10, 12 and 13: Draft submission shall be NLT 30 days prior to start of Program's PDR. The final submission shall be NLT 15 days prior to start of Program's CDR, and shall incorporate all government review comments and corrections unless the government notifies the contractor that the approved draft constitutes the final submission.							
15. TOTAL ➡						2	2
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Repair Procedure						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW para 4.2.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Approval shall be for technical content. Allow 45 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: First draft submission shall be NLT 30 days after CDR. Final submission shall be NLT 45 days after receipt of government corrections and shall incorporate all government comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL 				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM Configuration Status Accounting Information			3. SUBTITLE Drawing Tree						
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81253		5. CONTRACT REFERENCE SOW para 4.2.5, 4.2.5.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Block 8: Approval is for format and technical content. Allow 30 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: First draft submission shall be NLT 30 days prior to the start of the Audit. Final submission due 30 days after the Audit and shall incorporate all government comments and corrections, and include the results of the Audit.				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL 				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A014	2. TITLE OF DATA ITEM Design Review Data Package			3. SUBTITLE Technical Data Package		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-81335		5. CONTRACT REFERENCE SOW para 4.2.5.1, 4.2.5.3, 4.2.5.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES
					Draft	Final
					Reg	Repro
16. REMARKS:						
Block 4: Submission electronic, PC compatible.						
Block 8: Approval shall be for technical content and format.						
Block 9: See attached Addendum						
Blocks 10, 12 and 13: Preliminary submission shall be NLT 30 days prior to the start of the Program's PDR and CDR. Final submission shall be NLT 45 days after Design Reviews.						
				15. TOTAL	2	2
G. PREPARED BY H. David Jones Code 2133		H. DATE	I. APPROVED BY Dept Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A015	2. TITLE OF DATA ITEM Contractors Configuration Management Plan			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80858A		5. CONTRACT REFERENCE SOW para 4.2.5.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Block 8: Approval is for format and technical content. Allow 45 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: Draft submission shall be NLT 30 days prior to start of Program's PDR. The final submission shall be NLT 15 days prior to start of Program's CDR, and shall incorporate all government review comments and corrections unless the government notifies the contractor that the approved draft constitutes the final submission.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM Request for Waivers			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641B		5. CONTRACT REFERENCE SOW para 4.2.5.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES
						Draft
						Final
						Reg
						Repro
16. REMARKS:						
Block 4: Submission electronic, PC compatible.						
Block 8: Approval shall be for technical content and applicability. Allow 45 days for government review. Technical approval does not constitute contractual authority to implement the waiver.						
Block 9: See attached Addendum						
Blocks 10, 12 and 13: Draft submission shall be NLT 30 days after the need for a waiver is recognized. Final submission shall be NLT 30 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.						
				15. TOTAL		2 2
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE


17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM Conference Agenda			3. SUBTITLE Proposed CDR Agenda						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81249A		5. CONTRACT REFERENCE SOW para. 4.2.5.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 9: See attached Addendum Blocks 10, 12 and 13: Submission due 30 days prior to CDR.										
				Code 2133						
				D. Jones		1				
				Code 2152						
				D. Zannelli		1				
				15. TOTAL					2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A019	2. TITLE OF DATA ITEM Design Review Data Package			3. SUBTITLE PCA Data Package		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-81335		5. CONTRACT REFERENCE SOW para 4.2.5.5		6. REQUIRING OFFICE NUWCDIVPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro
16. REMARKS: Block 4: Submission electronic, PC compatible Block 9: See attached Addendum Blocks 10 and 12 : The PCA data package shall be submitted NLT 15 days prior to start of Physical Configuration Audit.						
				Code 2133		
				D. Jones	1	1
				Code 2152		
				D. Zannelli	1	1
				15. TOTAL ➡		
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE


17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A020	2. TITLE OF DATA ITEM Design Review Data Package			3. SUBTITLE FCA Data Package						
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-81335		5. CONTRACT REFERENCE SOW para 4.2.5.6		6. REQUIRING OFFICE NUWCDIVPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible Block 9: See attached Addendum Blocks 10 and 12 : The FCA data package shall be submitted NLT 30 days prior to start of Functional Configuration Audit.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL 				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM Test and Evaluation Master Plan (TEMP) Guidelines			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DoD 5000.3-M-1		5. CONTRACT REFERENCE SOW para 4.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Approval shall be for technical content. Block 9: See attached Addendum Blocks 12 and 13: Draft submission shall be NLT 60 days after receipt of contract. Final submission shall be NLT 15 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL	2	2				
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE


CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: X			
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A022	2. TITLE OF DATA ITEM Test Procedures			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603		5. CONTRACT REFERENCE SOW para 4.3, 4.3.1-4.3.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES	
					Draft	
					Final	
					Reg	
					Repro	
16. REMARKS:						
Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable.						
Block 8: Approval shall be for technical content. Allow 15 days for government review.						
Block 9: See attached Addendum						
Blocks 10, 12 and 13: Draft submission shall be NLT 45 days prior to the start of each test. Final submission shall be NLT 15 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.						
15. TOTAL 					2 2	
G. PREPARED BY H. David Jones Code 2133		H. DATE	I. APPROVED BY Dept Data Manager		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE


CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A023	2. TITLE OF DATA ITEM Test/Inspection Reports			3. SUBTITLE Test Report						
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE SOW para 4.3, 4.3.2 - 4.3.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Approval shall be for technical content. Allow 30 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: Draft submission shall be NLT 30 DATC. Final submission shall be NLT 30 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP


18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A024	2. TITLE OF DATA ITEM Test Plan			3. SUBTITLE Shock Qualification Plan		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80566		5. CONTRACT REFERENCE SOW para 4.3.3		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 90 DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES
						Draft
						Final
						Reg Repro
16. REMARKS:						
Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable.						
Block 8: Approval shall be for technical content. Allow 30 days for government review.						
Block 9: See attached Addendum						
Blocks 10 and 13: Final submission shall be NLT 45 days after government review of the draft and shall incorporate all government review comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.						
				15. TOTAL 		
				2 2		
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X						
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR						
1. DATA ITEM NO. A025	2. TITLE OF DATA ITEM Integrated Logistic Support Plan			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80095		5. CONTRACT REFERENCE SOW para 4.4		6. REQUIRING OFFICE NUWCDIVNPT Code 2133						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
					Reg	Repro				
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Approval shall be for technical content. Allow 45 days for government review. Block 9: See attached Addendum Blocks 10, 12 and 13: First draft submission shall be NLT 30 days after PDR. Final submission shall be NLT 45 days after receipt of government corrections and shall incorporate all government comments and corrections unless the government notifies the contractor that the draft constitutes the final submission.										
				Code 2133						
				D. Jones	1	1				
				Code 2152						
				D. Zannelli	1	1				
				15. TOTAL 				2	2	
				G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: X		
D. SYSTEM/ITEM SEAWOLF HFSA		E. CONTRACT/PR NO. N66604-02-		F. CONTRACTOR		
1. DATA ITEM NO. A026	2. TITLE OF DATA ITEM Request for Nomenclature (DD Form 61)			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81254A		5. CONTRACT REFERENCE SOW para 4.4.1		6. REQUIRING OFFICE NUWCDIVNPT Code 2133		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION 90 DAC	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro
16. REMARKS: Block 4: Submission electronic, PC compatible. Contractor format which provides equivalent detail is acceptable. Block 8: Approval shall be for technical content. Allow 30 days for government review. Block 9: See attached Addendum Block 10: anticipate three submittals Block 13: Submission due 30 days after receipt of comments. Final shall incorporate all comments and corrections. Revised requests for nomenclature resulting from ECP approval, if required, shall be submitted 90 days after ECP approval.						
				Code 2133		
				D. Jones	1	1
				Code 2152		
				D. Zannelli	1	1
				15. TOTAL 		
G. PREPARED BY H. David Jones Code 2133		H. DATE		I. APPROVED BY Dept Data Manager		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DD FORM 1423

CONTRACT DATA REQUIREMENTS LIST

BLOCK 16 Addendum

Block 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

CDRL A001-A026:

BLOCK 9: DISTRIBUTION STATEMENT D: Distribution authorized to DOD and DOD contractors only; Critical Technology; (date data generated). Other requests for this documentation shall be directed to NUWCDIVNPT Code 2133.

The following “EXPORT CONTROL WARNING NOTICE” must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Section 2751 et seq.) or the Export Administration Act of 1979, as amended (Title 50, U. S. C., App 2401 et seq.). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

INSTRUCTIONS

Mailing addresses for CDRL distribution are provided on page .INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL	FOR THE CONTRACTOR
<p>Item A. Self-explanatory.</p> <p>Item B. Self-explanatory.</p> <p>Item C. Mark (X) appropriate category: TDP – Technical Data Package; TM – Technical Manual; Other - other category of data, such as "Provisioning", "Configuration Management", etc.</p> <p>Item D. Enter name of system/item being acquired that data will support.</p> <p>Item E. Self-explanatory (to be filled in after contract award).</p> <p>Item F. Self-explanatory (to be filled in after contract award).</p> <p>Item G. Signature of preparer of CDRL.</p> <p>Item H. Date CDRL was prepared.</p> <p>Item I. Signature of CDRL approval authority.</p> <p>Item J. Date CDRL was approved.</p> <p>Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.</p> <p>Item 2. Enter title as it appears on data acquisition document cited in Item 4.</p> <p>Item 3. Enter subtitle of data item for further definition of data item (optional entry).</p> <p>Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.</p> <p>Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).</p> <p>Item 6. Enter technical office responsible for ensuring adequacy of the data item.</p> <p>Item 7. Specify requirement for inspection/acceptance of the data item by the Government.</p> <p>Item 8. Specify requirement for approval of a draft before preparation of the final data item.</p> <p>Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).</p> <p>Item 10. Specify number of times data items are to be delivered.</p> <p>Item 11. Specify as-of date of data item, when applicable.</p> <p>Item 12. Specify when first submittal is required.</p> <p>Item 13. Specify when subsequent submittals are required, when applicable.</p> <p>Item 14. Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.</p> <p>Item 15. Enter total number of draft/final copies to be delivered.</p> <p>Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.</p>	<p>Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.</p> <p>a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.</p> <p>Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.</p> <p>b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements which regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.</p> <p>Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.</p> <p>c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.</p> <p>Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.</p> <p>d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.</p> <p>Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.</p> <p>Item 18. For each item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract</p>

MAILING ADDRESSES

Commanding Officer, Naval Undersea Warfare Center Division Newport
Attention: H. David Jones
Code 2133, B1171/3
1176 Howell Street
Newport, RI 02841-1708

(Contracting Officer)
Attention:
Per address on modification face

Program Executive Officer, Submarines (PMS4254)
Attention: Mr. Joseph Rhine
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2531 Jefferson Davis Highway
Arlington, VA 22242-5168

**SEAWOLF HIGH FREQUENCY SAIL ARRAY (HFSA)
ACOUSTIC WINDOW
STATEMENT OF WORK**

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SEAWOLF HIGH FREQUENCY SAIL ARRAY (HFSA) ACOUSTIC WINDOW

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 BACKGROUND

As the Technical Agent (TA) for submarine hull mounted arrays, the Submarine Sonar Department Hull Arrays Branch, Code 2133, at the Naval Undersea Warfare Center Division Newport (NUWC DIVNPT), has the responsibility for providing engineering and technical support, material and facilities to design, develop and test new sonar systems and components for Fleet use. The Hull Arrays Branch also analyzes system performance and develops/implements changes that improve the operational performance of sonar systems. NUWC DIVNPT is also responsible for providing Integrated Logistic Support (ILS) as the TA. This includes providing ILS system design, development and implementation to ensure adequate Fleet support for sonar system development, improvements and/or modifications.

1.2 SCOPE

The purpose of this contract is to develop a full-scale High Frequency Sail Array (HFSA) Window design and procure Acoustic Windows for SEAWOLF based on the technology demonstrated and lessons learned from the VIRGINIA and LOS ANGELES Class Acoustic Windows program. The new sail acoustic window shall be a form and functional unit for the SEAWOLF Class window. The contractor shall develop a detailed design for a composite window and shall document the design in Technical Design Packages. The major items the contractor shall deliver include a First Article Test Panel (3' x 3' x design thickness) and a First Article Test Window. The contractor shall conduct a Preliminary Design Review (PDR) and Critical Design Review (CDR) on the final window design and provide services for evaluation and tests. Upon successful completion of First Article testing and configuration audits (PCA and FCA), the First Article unit shall be delivered to the Government for acceptance before proceeding on to the Production Phase.

2.0 APPLICABLE DOCUMENTS/GOVERNMENT FURNISHED INFORMATION (GFI)

The following Government directives are provided for information during the performance of the work required under this contract. In those instances where applicable, the Government prefers that the contractor in lieu of Government directives use equivalent substitutes from the contractor's established in-house practices, procedures and systems or commercial equivalent standards. The contractor is to keep the Government advised of any equivalent substitutes that are used, but is not required to obtain Government approval prior to implementing them.

Government Documents:

MIL-DTL-31000B	Technical Data Packages, 14 December 2001
EIA 649-1998	National Consensus Standard for Configuration Management, 1 August 1998
MIL-HDBK-881	Work Breakdown Structure, 2 January 1998
MIL-STD-2073-1D	Standard Practice for Military Packaging, 15 December 1999
DoD 5000.3-M-1	Test and Evaluation Master Plan (TEMP) Guidelines, January 1990

Non-Government Documents:

ISO 9001 Quality Systems – Model for Quality Assurance in Design, Development, Production, Inspection and Servicing, Second Edition, 1994

Government Furnished Information (GFI):

NAVSEA 4254/024 HIGH FREQUENCY SAIL ARRAY (HFSA) ACOUSTIC WINDOW
PERFORMANCE SPECIFICATION FOR SEAWOLF (SSN21) CLASS
SUBMARINES (U), 15 May 2002

NAVSEA 53711-6634414 Installation Control Drawing, Array, High Frequency, Unit 46931 and Window,
Sonar, MX-11474/BQS, Unit 46935, Rev A₁, 25 March 1991

3.0 REQUIREMENTS

3.1 MATERIAL TEST DATA

The contractor shall conduct the material strength tests specified in the High Frequency Sail Array (HFSA) Acoustic Window Performance Specification For SEAWOLF (SSN21) Class Submarines, NAVSEA 4254/024 and provide all requested mechanical test data for each material chosen for the window design. At a minimum, the following properties shall be provided for each composite material:

- Tensile Strength and Modulus
- Compressive Strength and Modulus
- Interlaminar Shear Strength and Modulus
- In-Plane Shear Strength and Modulus

If the contractor chooses to use an elastomer in the design, the following properties shall be provided as a minimum. The moduli shall be measured at the strain level expected during operational or shock loading, whichever is more severe:

- Young's Modulus
- Shear Modulus
- Maximum (%) Elongation at failure

3.2 ACOUSTIC TEST PANEL

If the contractor proposes a design that has not been previously demonstrated to meet the acoustic and materials properties specified, then the contractor shall fabricate an Acoustic Test Panel (3' x 3' x design thickness) manufactured to the same specifications as the proposed HFSA Acoustic Windows shall be manufactured, and deliver in accordance with Statement of Work (SOW) Paragraph 9.0, Hardware Delivery Requirements.

3.3 DESIGN ANALYSES

If the contractor proposes a design that has not been previously demonstrated to meet the acoustic and materials properties specified, then the contractor shall provide the test data analyses to demonstrate that the window design and materials chosen shall meet all structural and acoustic requirements as defined in NAVSEA 4254/024 (GFI). The contractor shall prepare and deliver a report detailing the results in accordance with CDRL A001. The structural design information delivered in the report shall be the discretion of the contractor. In addition, the contractor shall provide a proposed design schedule IAW CDRL A002.

4.0 REQUIREMENTS – PRODUCTION

The contractor shall meet the intent of ISO 9001 while providing services to perform program management, system engineering, test and evaluation, and fabrication of Sail Acoustic Windows. The contractor shall inspect, package and deliver a First Article Test (FAT) Panel and a FAT Window in accordance with SOW Paragraph 9.0, Hardware Delivery Requirements. Upon successful completion of First Article Testing and a Physical Configuration Audit (PCA), Production Windows shall be delivered as ordered to the Government IAW NAVSEA 4254/024 (GFI).

4.1 PROGRAM MANAGEMENT

The contractor shall develop and maintain program management plans addressing program risk management and design-to-cost, that provide adequate government visibility into all aspects of the SEAWOLF HFSA window effort. The contractor shall conduct management and technical meetings to discuss program progress with the Government. Program progress shall be reported in the monthly progress report in accordance with Paragraph 4.5 of this Statement of Work.

4.1.1 MANAGEMENT AND TECHNICAL MEETINGS

The contractor shall conduct monthly Contract Status meetings to provide the NUWCDIVNPT Program Managers current status of schedules, work in progress, funding expenditures and technical progress. A proposed agenda shall be developed by the contractor and forwarded to the NUWCDIVNPT technical point of contact (POC) at least one week prior to each monthly meeting in accordance with CDRL A003. The contractor shall prepare and submit meeting minutes, which include the agenda, attendance, presentation material, a summary of significant meeting discussions and decisions, and a status list of all action items opened or closed at the meeting in accordance with CDRL A004. In addition to the Contract Status meetings, a Technical Working Group (TWG) shall be established to investigate technical problems and issues, to plan joint activities, and to resolve actions assigned by the Contract Status Meetings. The contractor shall report the results of the TWG at the Contract Status Meeting and shall submit meeting minutes and technical reports in accordance with CDRL A004 and A005, respectively. The contractor shall conduct a Preliminary Design Review, two (2) months after contract award and shall conduct a Critical Design Review 6 months after contract award. The contractor shall propose additional Technical Reviews if major design changes and technical issues warrant it. The Contract Status and Technical Meetings may be conducted in person, by Video Telephone Conferencing (VTC) or by telephone conversation as agreed to by the Government and the contractor.

4.1.2 PROGRAM RISK MANAGEMENT

The contractor shall implement program management controls that address program risks, assess their probability of occurrence and impact, and develop and implement mitigation plans. The program management controls shall include maintenance of a Contract Work Breakdown Structure (CWBS), Cost and Schedule Controls, Risk Chart Assessments, and a Program Milestone Schedule. If analysis requires paying for processing time, a computer resources utilization metric shall be included in the program management controls.

4.1.2.1 CONTRACT WORK BREAKDOWN STRUCTURE

The contractor shall develop and submit a Contract Work Breakdown Structure (CWBS) IAW CDRL A006. The contractor is encouraged to use a tailored MIL-HDBK-881CWBS. The CWBS shall provide visibility to level 5 for hardware, Integrated Logistic Support (ILS), and Test and Evaluation (T&E) and to level 4 for all other elements. Level 5 for hardware is defined as such activities as design, material selection and procurement, fabrication, unit test, quality assurance and tooling. The CWBS shall be the key reference document for planning, controlling and reporting requirements.

4.1.2.2 COST AND SCHEDULE CONTROL

The contractor shall implement a cost and schedule control system and shall provide the Government access to all pertinent records, data and plans. The system shall include a critical path analysis that is integrated with the contractor's plan for risk mitigation.

4.1.2.3 SCHEDULE

The contractor shall provide and maintain a detailed schedule. The detailed schedule shall include all key contractor and Government decision points, deliveries, CDRLs, design reviews and test events. The critical path to completion shall be identified. Each detailed schedule line item shall include a baseline date-bar, projected date-bar, and "progress to date." The detailed schedule shall be maintained electronically with Microsoft Project software. The contractor shall submit (via email) the detailed schedule IAW CDRL A007 to the NUWCDIVNPT Contracting Officer's Representative (COR) and Program Managers, and shall also include it in the Monthly Progress Report in accordance with Paragraph 4.5 of this Statement of Work. The approved baseline schedule will be set within thirty (30) days of contract award, and cannot be revised without written approval of the NUWCDIVNPT COR through the NUWCDIVNPT Contracting Officer.

In addition to the detailed schedule, the monthly progress report (see Paragraph 4.5 of this Statement of Work) shall include a milestone schedule identifying scheduled completion, actual completion, or expected completion dates, whichever is appropriate.

4.2 SYSTEM ENGINEERING

The contractor shall perform system engineering to develop a window that satisfies the performance, reliability and maintainability requirement of NAVSEA 4254/024. At the beginning of the program, the contractor shall develop, maintain and submit a Specification Requirements Verification Matrix (SRVM) which describes how each requirement shall be met (inspected, tested, analyzed) and documented. The SRVM shall be maintained and updated as mutually agreed to between the contractor and Government as necessary during the contract execution phase. Each requirement's proof (inspection, test, and analysis) shall be submitted for Navy review. The SRVM shall be submitted in accordance with CDRL A008. Updates shall be provided in support of the CDR and Functional Configuration Audit (FCA) data package discussed in SOW paragraph 4.2.5.6.

4.2.1 DESIGN DEVELOPMENT

The contractor shall develop a design for the Acoustic Window for the SEAWOLF Class (SSN 21) submarines' HFSA based on the contractor's proposal and the requirements of NAVSEA 4254/024 (GFI.) The tasks under this contract specifically address design, fabrication and test. In addition, the following design objectives shall be considered:

- Minimize manufacture, installation, life cycle maintenance and repair costs;
- Maximize acoustic transparency and structural integrity; and
- Ensure form/fit compatibility with the sail structure and HFSA system.

The contractor shall deliver the design report in accordance with CDRL A009.

4.2.2 ENGINEERING CHANGES

The contractor may also propose changes, especially those that would lower the life cycle cost of the system. These changes shall be submitted in accordance with CDRL A010.

4.2.3 SERVICE LIFE/FATIGUE PERFORMANCE (RELIABILITY)

The contractor shall establish and maintain an efficient reliability program to support economical achievement of overall program objectives. To be considered efficient, a reliability program shall clearly: (1) improve operational readiness and mission success of the Acoustic Window; (2) reduce window demand for maintenance manpower and logistic support; and (3) hold down its own impact on overall program cost schedule. The contractor shall also establish a Failure Review Board (FRB), responsible for reviewing all failures and analyses, and establishing remedial corrective and preventative action. The contractor shall submit a reliability and analysis report in accordance with CDRL A011.

4.2.4 MAINTAINABILITY AND INTERCHANGABILITY

The contractor shall address the following maintainability and interchangeability issues during development of the Acoustic Window design.

The Acoustic Window shall be repairable pier side without degrading the acoustic performance. The contractor shall develop a repair procedure in accordance with CDRL A012 and provide a window repair kit IAW SOW Paragraph 9.3 to meet this requirement.

The Acoustic Window shall fit the window bolt hole patterns and locations for the shipboard mounting hardware, as defined in the SEAWOLF Class Installation Control Drawing, NAVSEA 53711-6634414, Rev A₁ without requiring any realignment (i.e. re-drilling) of holes either in the window or in the sail structure to which the window is mounted.

4.2.5 CONFIGURATION MANAGEMENT, DESIGN REVIEWS AND AUDITS

The contractor shall conduct a Preliminary Design Review (PDR) and a Critical Design Review (CDR). The Government will co-chair the review meetings and approve the review agendas and reports. Prior to final acceptance of the design, the Government will conduct a Functional Configuration Audit (FCA) and a Physical Configuration Audit (PCA). The contractor shall submit a Configuration Status Accounting Report (Drawing Tree) for both of these audits in accordance with CDRL Item A013.

4.2.5.1 CONFIGURATION MANAGEMENT

The contractor shall establish an internal Configuration Management program for system engineering and fabrication. A Technical Data Package shall be developed IAW MIL-DTL-31000B and delivered IAW CDRL A014. The engineering documentation in the Product Technical Data Package, the system hardware and the system software shall be placed under internal configuration control no later than completion of the Critical Design Review. After the final submission of the Product Technical Data Package is complete, configuration control shall be transferred to the HFSA Window Configuration Control Board. The contractor's plan for using this internal configuration management system and a description of it shall be provided IAW CDRL A015. Formal Government involvement will be limited to control of the Functional Baseline defined by NAVSEA 4254/024 (GFI.) The contractor shall submit a waiver request IAW CDRL A016 for any item that fails to meet the Functional Baseline. The Product Technical Data Package shall be documented in the contractor's internal drawing system and reported in the Configuration Status Accounting Report (Drawing Tree), IAW CDRL A013, prior to the start of Acceptance Testing.

4.2.5.2 BASELINE CHANGE REQUEST (BCR)

The contractor shall implement a Baseline Change Request (BCR) process to document design issues that may be encountered during development and testing of the Acoustic Window. The intent of this process is to provide a method to control changes that might impact contract scope. The contractor shall develop a form for reporting and tracking BCRs. The form shall include information regarding the nature and scope of the proposed change so that the contractor can recommend and the Government can determine if the change should be implemented. All BCRs shall be submitted IAW CDRL A017. A determination will be made whether or not the BCR is accepted for further

evaluation. Upon acceptance, a tracking number and investigator shall be assigned to assess the technical, cost, and schedule impact of the change. Upon review of the assessment and recommendations by the contractor, a decision will be made to accept or reject the proposed change. Accepted changes that affect the configuration baseline shall be converted into an Engineering Change Proposal. Accepted BCRs that affect contract scope will be implemented via a contract modification. The contractor shall include BCR status in the monthly progress report (see Paragraph 4.5 of this Statement of Work.)

4.2.5.3 PRELIMINARY DESIGN REVIEW

The Preliminary Design Review (PDR) shall be conducted at the contractor's facilities at completion of the preliminary design of the acoustic window and prior to detailed analysis and testing. The contractor shall prepare a PDR Data Package containing the following:

- A critical review of the government specification
- A detailed description of the acoustic window preliminary design including alternatives considered and tradeoffs made
- A summary of the results of Engineering or DVT test completed
- A detailed plan for required engineering analysis, component fabrication and Design Verification testing of components to be conducted.
- A Developmental Technical Data Package including drawings, processes, etc.
- A design analysis report.
- Updated Specification Requirements Verification Matrix (SRVM) showing traceability to how each requirement has been or shall be met (inspection, test, or analysis)

At the completion of the PDR, the contractor shall prepare the PDR Minutes and update the Developmental Design Technical Data Package. The contractor shall submit the minutes IAW CDRL A004 and a Design Review Data package IAW CDRL A014.

4.2.5.4 CRITICAL DESIGN REVIEW

A Critical Design Review (CDR) shall be conducted at the contractor's facilities at the completion of the final design of the Acoustic Window. The CDR agenda (entrance and exit criteria) shall be proposed by the contractor at least 30 days prior to the CDR and submitted in accordance with CDRL A018. The contractor shall prepare a data package for the CDR, containing the following:

- A description of component development and testing including analysis, Environmental Qualification Test (EQT), First Article Tests, and Design Verification Test (DVT) results
- A description of the final window design, including a detailed discussion of modifications made to the preliminary design concept
- A plan for array component production including all Preliminary Acceptance and Acceptance Testing to be accomplished prior to delivery of prototype hardware
- A Product Technical Data Package
- An updated Specification Requirements Verification Matrix showing tractability to how each requirement has been or shall be met (inspection, test, or analysis)
- Updated Test And Evaluation Master Plan (TEMP).

At the completion of each CDR, the contractor shall prepare CDR minutes and update the Product Technical Data Package. The contractor shall submit the minutes IAW CDRL A004 and Product Technical Data Package IAW CDRL A014.

4.2.5.5 PHYSICAL CONFIGURATION AUDIT

The purpose of the Physical Configuration Audit (PCA) is to compare the Product Technical Data Package to the HFSA Acoustic Window offered for delivery. The Government will conduct the PCA, with services provided by the contractor on the First Article Test Window. The contractor shall provide a PCA data package, which defines

the window's physical baseline. This PCA data package shall be delivered IAW CDRL A019, with all changes incorporated in the final design. Any discrepancies resulting from the PCA must be resolved before First Article approval and release for production is granted.

4.2.5.6 FUNCTIONAL CONFIGURATION AUDIT

The Functional Configuration Audit (FCA) serves to verify that the window design is compliant with the requirements of NAVSEA 4254/024 (GFI). The Government will verify that the First Article Test has been satisfactorily completed. The Government reserves the right to waive First Article Testing in part or in whole. The Government will be responsible for conducting the Acoustic First Article tests as specified in NAVSEA 4254/024 (GFI). To support the FCA, the contractor shall update the Product Technical Data Package with all changes incorporated in the final design and provide a FCA data package with supporting proof of all window performance requirements, including an updated SRVM. This FCA data package shall be delivered IAW CDRL A020, with all changes incorporated in the final design. Any discrepancies resulting from the FCA must be resolved before First Article approval and release for production is granted.

4.3 TEST AND EVALUATION

The contractor shall develop a comprehensive test program in accordance with NAVSEA 4254/024 (GFI). Testing shall be performed at the contractor's facility or at facilities selected by the contractor and approved by the Government. The contractor shall notify the Government and conduct a Test Readiness Review (TRR) two weeks prior to the start of any test. The purpose of this review is to insure that the test article is baselined under the contractor's configuration management system and that the Government has approved all required test documentation. The Government reserves the right to attend the TRR or any testing for observation. The contractor shall prepare a Test and Evaluation Master Plan (TEMP) tailored from DoD 5000.3-M-1, which outlines plans for Design Verification Tests, Environmental Qualification Tests, First Article Tests, and Production Inspections. The test plan shall include test article descriptions and quantities, test descriptions, test dates, test sequences and test equipment quantities. The contractor shall submit the TEMP and test procedures for approval in accordance with CDRL Item A021 and A022, respectively, prior to conducting any tests. Citing test plans or procedures required by the Performance Specification shall satisfy the requirement for requesting approval. The contractor shall submit test results in accordance with CDRL A023. Failures shall be reported in accordance with CDRL A005. Specific test data for each window delivered shall be provided in accordance with CDRL A005. Revisions shall be submitted to reflect changes in the program.

4.3.1 CRITICAL ITEM TESTS

The contractor shall identify any required testing considered critical to the program and shall include them in the TEMP. Critical Item Tests are those that require early mitigation of technical risks by demonstrating the feasibility and performance of the Acoustic Window. Prior to conduct of any test or analysis, the contractor shall prepare and submit Critical Item Test Procedures for Government approval IAW CDRL A022.

4.3.2 DESIGN VERIFICATION TESTS

The contractor shall provide the Young's Modulus, Shear Modulus and Maximum Elongation at failure Test Data, if they propose an elastomer design. The contractor shall also plan and conduct Design Verification Tests (DVT) as described in NAVSEA 4254/024 (GFI). Prior to conduct of any test or analysis, the contractor shall prepare and submit Design Verification Test (DVT) Procedures IAW CDRL A022. The contractor shall provide two weeks advance notification of test conduct and the Government will be allowed to witness the tests. The contractor shall summarize the test results and provide a copy of the as-run test procedures and data sheets in the test report IAW CDRL A023.

4.3.3 ENVIRONMENTAL QUALIFICATION TESTS (EQT)

The contractor shall plan and conduct Environmental Qualification Tests (EQTs) for the window material/laminate design in accordance with NAVSEA 4254/024 (GFI).

The contractor shall submit a detailed shock qualification plan that outlines the contractor's plans for meeting the requirements of the Performance Specification, NAVSEA 4254/024 (GFI), in accordance with CDRL A024 for Government approval. If the contractor chooses to propose shock qualification by finite element shock analysis, the plan shall include shot configurations, analysis methodology and validation. Results of the analysis shall be provided to the Government for approval in accordance with CDRL A023. If the contractor chooses to propose shock qualification by extension, the plan shall include a comprehensive extension methodology including any analyses and/or testing required supporting the extension rationale. The extension rationale shall be provided to the Government for approval in accordance with CDRL A024. If the contractor chooses to propose shock qualification by the underwater explosive (UNDEX) test method, the plan shall include component installation, fixtures and shot geometries. The UNDEX shock test results shall be provided to the Government in accordance with CDRL A023.

This testing shall be a comprehensive demonstration of the environmental requirements specified in NAVSEA 4254/024 (GFI.) Prior to conduct of any test or analysis, the contractor shall prepare and submit EQT procedures for Government approval, CDRL A022. The contractor shall provide two-week advance notification of test conduct and the Government will be allowed to witness the tests. The contractor shall summarize the test results and provide a copy of the as-run test procedures and data sheets in the EQT report IAW CDRL A023.

4.3.4 FIRST ARTICLE TEST (FAT)

After completion of the CDR, the contractor shall plan for and deliver a SEAWOLF HFSA production window with tag ends and concurrent panel for First Article Testing that shall be manufactured using the same processes and materials as the final production windows. Prior to conduct of any FAT test, the contractor shall prepare and submit FAT procedures for Government approval IAW CDRL A022. The contractor shall conduct the First Article Tests IAW section 4.2.2.3 of the SEAWOLF HFSA Acoustic Window Performance Specification (with the exception of 4.2.2.3.3) and summarize the test results and provide a copy of the as-run test procedures and data sheets in the FAT Report IAW CDRL A023. The window shall demonstrate required acoustic performance at the Government test facilities. The Government will notify the contractor of the time and place prior to performing the acoustic tests outlined in section 4.2.2.3.3 of the SEAWOLF HFSA Acoustic Window Performance Specification. All components of the FAT shall be successfully completed prior to Government acceptance of the final design.

4.4 INTEGRATED LOGISTIC SUPPORT

The contractor shall develop a Logistic Support Plan for the Acoustic Window that insures services during installation, checkout and testing. The contractor shall also include a concept for support of deployed systems. The plan shall be delivered IAW CDRL A025. A revision shall be included in the final submission to document any changes to the installation support concept such as drilling fixtures templates.

4.4.1 NOMENCLATURE

The contractor shall provide and distribute nomenclatures for all production windows procured under the Production contract. Nomenclatures shall be requested and issued IAW CDRL A026.

4.5 MONTHLY PROGRESS REPORT

The contractor shall prepare a monthly progress report to include all aspects of design, development, schedules and financial status, and deliver in accordance with Section C16, Cost and Performance Reporting (May 2001), of this Contract.

5.0 PRODUCTION

The contractor shall provide production windows with tag ends and a concurrent panel as ordered for the USS SEAWOLF Class (SSN 21) submarine.

6.0 PACKAGING AND MARKING

The window shall be packaged, packed, and marked in accordance with the performance specification (NAVSEA 4254/024.) The units shall be cushioned to prevent movement and damage. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D Standard Practice for Military Packaging.

7.0 SECURITY

No aspect of this work shall exceed the CONFIDENTIAL level.

8.0 LOCATION

This work shall be performed at the contractor's facility with periodic trips to NUWCDIVNPT and other government facilities (such as NAVSEA), various contractor facilities (such as the Applied Research Laboratory at the University of Texas), and various test and shipyard facilities (such as Seneca Lake, Electric Boat/Groton).

9.0 HARDWARE DELIVERY REQUIREMENTS

9.1 FIRST ARTICLE HARDWARE

The contractor shall deliver the First Article Test panel no later than four (4) months after contract award. The Production First Article Test window shall be delivered no later than seven (7) months after contract award.

The First Article Test window shall be painted and delivered in accordance with the High Frequency Sail Window Installation Control Drawing, NAVSEA 53711 6634414. The test panel and window shall be delivered to:

Naval Undersea Warfare Center
Division Newport
Receiving, Bldg. 6
Newport, RI 02841-1708
Attn: D. Jones, Code 2133

9.2 PRODUCTION HARDWARE

The production windows shall be painted and delivered in accordance with the High Frequency Sail Window Installation Control Drawing, NAVSEA 53711 6634414. The Production Units shall be shipped to:

Naval Undersea Warfare Center
Division Newport
Receiving, Bldg. 6
Newport, RI 02841-1708
TBD

9.3 REPAIR KITS

The Repair Kit for the USS SEAWOLF Class (SSN 21) submarines shall be delivered at the same time as the first production window. Repair Kit shall be shipped to:

Naval Undersea Warfare Center
Division Newport
Receiving, Bldg. 6
Newport, RI 02841-1708
TBD

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">CONFIDENTIAL</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">CONFIDENTIAL</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD) <div style="text-align: center; border: 1px solid black; padding: 2px;">020613</div>
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">X</div> <div> N66604-2116-3BF4 </div> </div>					
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD.					
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DEVELOP A FULL-SCALE HIGH FREQUENCY SAIL ARRAY (HFSA) WINDOW DESIGN AND PROCURE ACOUSTIC WINDOWS FOR SEAWOLF BASED ON THE TECHNOLOGY DEMONSTRATED AND LESSONS LEARNED FROM THE VIRGINIA AND LOS ANGELES CLASS ACOUSTIC WINDOWS PROGRAM.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA			X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER <i>(Specify)</i>	X
k. OTHER <i>(Specify)</i>			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.5B, ENCL. (2.1) - ACTIVE/PASSIVE/SPECIAL PURPOSE SUBMARINE SONARS AN/BQA-8; AN/BQH-8; AN/BQQ-3, -5B/C, -6 -9; AN/BQR-7, -15, -19, -20, -21, -T4; AN/BQR-22 SERIES (LESS AN/BQR-22A (EC-15)); AN/BQR-23; AN/BQS-4, -14, -15, -24, AND OL-218/BQ. OPNAVINST S5513.5B, ENCL. (3) - ACOUSTIC WARFARE, SUBMARINE. OPNAVINST S5513.5B, ENCL. (34.1) - SONAR AND ACOUSTIC WARFARE EXPLORATORY DEVELOPMENT. OPNAVINST S5513.5B, ENCL. (72) - ARCTIC OPERATIONS. OPNAVINST S5513.5B, ENCL. (88.1) - AN/BSY-2, SUBMARINE COMBAT SYSTEM. OPNAVINST S5513.5B, ENCL. (90.2) - SUBMARINE TECHNOLOGY FOR NEW DESIGN NUCLEAR POWERED ATTACK SUBMARINES COMMENCING WITH SEAWOLF CLASS (SSN-21). THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS CONFIDENTIAL.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

JULY 2007

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

H. DAVID JONES, CODE 2133, (401) 832-3192

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

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YES

☒

X

NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐

YES

☒

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

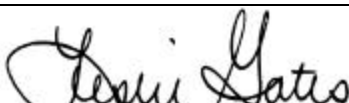
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

PRODUCTION PROGRESS REPORT		Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ADDRESS. RETURN COMPLETED FORM AS SET FORTH IN THE CONTRACT										Form Approved OMB No. 0704-0246 Expires Dec 31, 1996				
1. REPORT PERIOD		2. CONTRACT ADMINISTRATION OFFICE AND ADDRESS (Include ZIP Code)						3. PURCHASING OFFICE AND ADDRESS (Include ZIP Code)								
4. REPORT NUMBER																
NOTE: If final report, so indicate by placing "F" after Report No.		5. NAME AND ADDRESS OF CONTRACTOR (City, State, ZIP Code)						6. NAME AND ADDRESS OF PLANT (City, State, ZIP Code)								
7. PII (Contract) NUMBER																
SECTION I - PRODUCTION DATA																
CONTRACT LINE NUMBER a.	IDENTIFICATION		SCH	TOTAL CONTRACT QUANTITY d.	ACTUAL DELIVERY		DELIVERY FORECAST								BALANCE TO COMPLETE o.	
	FSN AND NOMENCLATURE b.	PURCHASE REQUEST/ PRON/MIPR c.			REPORT PERIOD e.	CUMULA- TIVE f.	1st g.	2nd h.	3rd i.	4th j.	5th k.	6th l.	NEXT 3 m.	NEXT 3 n.		
			C													
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SECTION II - DELAY FACTORS (If none X box) → <input type="checkbox"/>																
DATA (X applicable column)		YES	NO	DATA (X applicable column)		YES	NO	DATA (X applicable column)		YES	NO					
1. DESIGN AND ENGINEERING PROBLEMS		<input type="checkbox"/>	<input type="checkbox"/>	6. MATERIAL		<input type="checkbox"/>	<input type="checkbox"/>	8. b. REJECTED		<input type="checkbox"/>	<input type="checkbox"/>					
2. SPECIFICATIONS		<input type="checkbox"/>	<input type="checkbox"/>	a. REQUESTED LATE		<input type="checkbox"/>	<input type="checkbox"/>	c. APPROVED LATE		<input type="checkbox"/>	<input type="checkbox"/>					
a. SUBMITTED LATE		<input type="checkbox"/>	<input type="checkbox"/>	b. PROCURED/SUPPLIED LATE		<input type="checkbox"/>	<input type="checkbox"/>	9. FINANCIAL DIFFICULTY		<input type="checkbox"/>	<input type="checkbox"/>					
b. INADEQUATE/DEFECTIVE		<input type="checkbox"/>	<input type="checkbox"/>	c. REJECTED		<input type="checkbox"/>	<input type="checkbox"/>	10. SUBCONTRACTOR FAILURE		<input type="checkbox"/>	<input type="checkbox"/>					
c. APPROVED LATE		<input type="checkbox"/>	<input type="checkbox"/>	7. PROPERTY		<input type="checkbox"/>	<input type="checkbox"/>	11. CONTRACT AMENDMENTS		<input type="checkbox"/>	<input type="checkbox"/>					
3. FACILITIES		<input type="checkbox"/>	<input type="checkbox"/>	a. ORDERED LATE		<input type="checkbox"/>	<input type="checkbox"/>	12. PRIORITY ACTIONS		<input type="checkbox"/>	<input type="checkbox"/>					
4. SPECIAL TOOL AND TESTING EQUIPMENT		<input type="checkbox"/>	<input type="checkbox"/>	b. PROCURED/SUPPLIED LATE		<input type="checkbox"/>	<input type="checkbox"/>	13. NATURAL DISASTER		<input type="checkbox"/>	<input type="checkbox"/>					
a. REQUESTED LATE		<input type="checkbox"/>	<input type="checkbox"/>	c. DEFECTIVE/REJECTED		<input type="checkbox"/>	<input type="checkbox"/>	14. STRIKE		<input type="checkbox"/>	<input type="checkbox"/>					
b. PROCURED/SUPPLIED LATE		<input type="checkbox"/>	<input type="checkbox"/>	8. PROTOTYPE MODEL		<input type="checkbox"/>	<input type="checkbox"/>	15. UNDETERMINED/OTHER		<input type="checkbox"/>	<input type="checkbox"/>					
5. PRODUCTION PROBLEMS		<input type="checkbox"/>	<input type="checkbox"/>	a. SUBMITTED LATE		<input type="checkbox"/>	<input type="checkbox"/>									
16. CONTRACTOR'S REPRESENTATIVE				19. GOVERNMENT REPRESENTATIVE												
a. TYPED NAME (Last, First, Middle Initial)		b. TITLE		a. TYPED NAME (Last, First, Middle Initial)		b. TITLE										
c. SIGNATURE		d. DATE SIGNED (YYMMDD)		c. SIGNATURE		d. DATE SIGNED (YYMMDD)										

INSTRUCTIONS FOR COMPLETING DD FORM 375*(Self-explanatory items are not discussed)*

1. The report, when required in the contract, is to be prepared by the contractor in accordance with the dates specified in the Production Process Reporting clause. Reports will be mailed within two working days after the report period. Reports on exceptions to the contract delivery schedule shall reflect current status and projected deliveries and shall be submitted immediately upon knowledge of the pending or actual exception and dated accordingly.

2. Classify in accordance with applicable DD Form 254.

3. DD Form 375C shall be used for remarks required.

HEADING

REPORT PERIOD - Insert the date(s) of the period being reported.

REPORT NUMBER - Insert sequential report number as applicable to the contract.

SECTION I - PRODUCTION DATA

COLUMN a, CONTRACT LINE ITEM NUMBER - Insert line item or sub-line number from the contract. Items once reported complete may be omitted in subsequent reports. Only one contract item is to be reported on each line of SECTION I.

COLUMN b, FSN AND NOMENCLATURE - Insert the Federal Stock Number from the contract in the upper space in this column and a descriptive word of nomenclature in the lower space on this line.

COLUMN c, PURCHASE REQUEST/PRON/MIPR - Insert the Purchase Request Number, Procurement Request Order Number, or the Military Interdepartmental Purchase Request Number if contained in the contract.

COLUMN e, REPORT PERIOD - Insert on line C the quantity of items scheduled by the contract for the report period. Insert on line D the quantity of items actually delivered during the report period.

COLUMN f, CUMULATIVE - Insert on line C the cumulative total of the item scheduled by the contract through the end of the report period. Insert on line D the cumulative total of the item actually delivered through the end of the report period.

COLUMN g, 1ST - Insert on line C the quantity of the item scheduled by the contract for the next report period following the period reported. Insert on line D the best estimate of the quantity of the item actually to be delivered the first period following the period reported.

COLUMN h THROUGH n - Insert on line C the quantity of the item scheduled for delivery under the contract during each of the succeeding report periods. Insert on line D the best estimate of actual deliveries to be made during each of the succeeding report periods.

COLUMN o, BALANCE TO COMPLETE - Insert on line C the balance of the contract quantity not shown in columns f through n. Insert on line D the balance of actual deliveries of the contract quantity not shown in columns f through n. The quantities in columns f through o on both line C and line D should each equal the quantity shown in the d column for the item.

SECTION II - DELAY FACTORS

Omit all line entries in this section if there are no actual or potential delay factors to report and place "X" in the box to the right of the words "Delay Factors." Otherwise all lines in Section II shall be completed. On DD Form 375C explain all delay factors indicating the urgency of the factor, the nature of the difficulty, what is being done or proposed, and what assistance, if any, is desired.